

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x **14-CV-5960 (SLT) (MDG)**

VERONICA BROWN,

Plaintiff,

SECOND AMENDED COMPLAINT

vs.

MARRIOTT INTERNATIONAL, INC.,

Defendant.

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Plaintiff, Veronica Brown, complaining of the defendant herein,
Marriott International, Inc., by her attorneys, SALZMAN & WINER, LLP,
alleges the following:

**AS AND FOR A CAUSE OF ACTION FOR VICARIOUS LIABILITY
BASED ON APPARENT AGENCY OR AGENCY BY ESTOPPEL**

1. Defendant Marriott International, Inc. (hereinafter "Marriott International" or "Marriott") is a foreign business corporation, with its main headquarters in Maryland, organized pursuant to the laws of Delaware, licensed to do business in New York, and with offices in Rockland County, New York.

2. At all times mentioned herein, there existed a certain hotel and resort located on Frigate Bay Road in Frigate Bay, St. Kitts, BWI, variously known as the St. Kitts Marriott Resort & The Royal Beach Casino and/or the St. Kitts Marriott Resort (hereinafter sometimes "St. Kitts Marriott Resort" or "the hotel").

3. In July 2013, plaintiff and a friend planned to travel to St. Kitts on a charitable mission to train and inform the local residents about diabetes, hypertension, vaccination, and AIDS prevention.

4. In preparation for the trip, plaintiff looked for a Marriott hotel on St. Kitts. She was familiar with the Marriott hotel brand name and its reputation for reliability, excellent service, and high standards and had previously stayed at Marriott hotels in New York, New Orleans, Virginia, Niagara Falls, Toronto, London, and Panama.

5. Based on her prior favorable experience with Marriott hotels, plaintiff initially searched for a Marriott hotel on St. Kitts by searching Marriott International's website (<http://www.marriott.com/hotel-search/marriott-hotels-resorts-and-suites.hotels/>) and found the St. Kitts Marriott Resort listed as a Marriott hotel. See Exhibit A, attached hereto, which is a 2015 printout of the same website plaintiff searched and relied on in preparation for her trip in 2013. In reference to the St. Kitts Marriott resort, the website stated: "The Marriott St. Kitts Resort & Royal Beach Casino captivates you the moment you see it, immersing you in the culture and atmosphere of the most romantic of Caribbean Islands. Our St. Kitts hotel is an unparalleled island vacation experience." Exhibit A, attached hereto.

6. Prior to booking her room with the St. Kitts Marriott Resort, plaintiff's daughter-in-law, an event planner, secured a price discount on plaintiff's room under a Marriott "Friends and Family Rate" program. See

Exhibit B attached hereto, which is a blank version of the "Room Rate Discount Authorization Form" plaintiff's daughter-in-law gave her to use to obtain the discount. The form contains the Marriott brand name and logo at the top of the page.

7. Based upon plaintiff's prior experiences staying at various Marriott hotels, her website search, and the room-rate discount she received through Marriott's Friends and Family Rate program, plaintiff reasonably believed at the time she booked her room at the St. Kitts Marriott Resort that the hotel was owned, operated, managed, or controlled by Marriott International and was in fact a Marriott hotel.

8. The foregoing constitutes the creation by Marriott International of the appearance of an agency relationship between it and the St. Kitts Marriott Resort, upon which appearance plaintiff reasonably relied in booking her room with the hotel and thereby reasonably believed Marriott International was responsible for the premises and any room she might occupy at the hotel.

9. Once at the hotel, plaintiff was confirmed in her initial reasonable belief that the St. Kitts Marriott Resort was owned, operated, managed, or controlled by Marriott International and was in fact a Marriott hotel. The hotel invoice stationery had the familiar Marriott brand name and logo at the top. See Exhibit C, attached hereto. So, too, did the signage at the hotel entrance, the brochures, the restaurant guide, map of the grounds, and an information sheet provided by the

hotel. These documents all contained the Marriott brand name and logo, and the information sheet referred to the hotel as "Marriott's St. Kitts Beach Club". See collectively Exhibit D, attached hereto, which is indicative of the impression Marriott sought to give that the hotel was a Marriott-owned and operated hotel. Nothing plaintiff had seen prior to booking the room and nothing she had seen or heard while at the St. Kitts Marriott Resort itself indicated that it was not owned, operated, managed, or controlled by Marriott International.

10. Plaintiff and her friend arrived at the St. Kitts Marriott Resort on July 17, 2013 and were assigned to their room. When they arrived at the room, there was water on the floor near the bathroom, leaking from the air conditioner and air conditioner vent in the ceiling.

11. Plaintiff notified the hotel management of the condition, and the floor was dry when she and her friend returned to their room later that evening. Plaintiff and her friend thought the problem had been resolved.

12. Early the next morning, on July 18, 2013, when plaintiff was walking to the bathroom, she slipped and fell on the tile floor as a result of water dripping from the same air conditioner and air conditioner vent in the ceiling from which water had been dripping the day before.

13. Plaintiff notified the hotel management of her accident and recounted the basic facts by completing a "Voluntary Statement" form, at

the top of which are contained the words "St. Kitts Marriott Resort". See Exhibit E, attached hereto.

14. The hotel prepared an "Incident Report" containing the Marriott brand name and logo at the top and on each side of the document. See Exhibit F, attached hereto.

15. The condition of the water dripping from the air conditioner and air conditioner vent in the ceiling was due to the negligence and breach of duty to plaintiff by the St. Kitts Marriott Resort, its agents, servants, and/or employees, in failing to maintain the premises in a reasonably safe condition by permitting the air conditioner and air conditioner vent in the ceiling to remain in a defective and unrepaired condition, thus causing the floor to be, become, and remain wet, slippery, and dangerous and a hazard and trap for plaintiff.

16. The St. Kitts Marriott Resort, its agents, servants, and/or employees had actual and/or constructive notice of the dangerous and unrepaired condition of the air conditioner and air conditioner vent in the ceiling.

17. Plaintiff was free from any negligence or culpable conduct contributing to her fall and resulting injuries.

18. As a result of her fall, plaintiff sustained serious and permanent personal injuries and has been caused to suffer severe pain and suffering and mental anguish.

19. The limitations of liability set forth in Article 16 of New York's Civil Practice Law and Rules do not apply to this action.

20. The amount of damages sought by this complaint exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction herein.

WHEREFORE, plaintiff demands monetary damages against the defendant upon the trial of this action, together with the costs and disbursements thereof.

Dated: New York, N.Y.
October 24, 2017

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By: 

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